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Filing date: **10/28/2010**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	92052451
Party	Plaintiff Robert E. Randall, Jr.
Correspondence Address	SUSAN L SPANN LLEWELLYN SPANN, ATTORNEYS AT LAW 5530 BIRDCAGE STREET, SUITE 210 CITRUS HEIGHTS, CA 95610 UNITED STATES SSpann@LS4Law.com
Submission	Withdrawal of Cancellation
Filer's Name	Susan L. Spann
Filer's e-mail	Sspann@LS4law.com
Signature	/Susan L. Spann/
Date	10/28/2010
Attachments	10J28 Xander Cancellation Motion.pdf (17 pages)(1053706 bytes)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Robert E. Randall, Jr.,)	
)	Cancellation No. 92052451
Petitioner)	
)	
v.)	
)	
Hollywood Media Corp., a Florida Corporation,)	
)	
Respondent)	
)	

Withdrawal of Cancellation Petition

1. On May 11, 2010, Petitioner Robert E. Randall, Jr., of 2727 Klamath Drive, Rocklin, California 95765 ("Petitioner") filed a Petition to Cancel the above-referenced mark ("Xander Mark") with the United States Patent and Trademark Office ("PTO"), before the Trademark Trial and Appeal Board ("Petition for Cancellation").
2. On September 15, 2010, Petitioner and Respondent Hollywood Media Corp., a Florida corporation ("Respondent") entered into a Trademark Co-Existence Agreement ("Settlement Agreement"), a copy of which is attached to this Withdrawal of Cancellation Proceeding as Exhibit 1 and incorporated herein by this reference.
3. The Settlement Agreement established terms and conditions upon which Petitioner's Zander Mark can and will co-exist with Respondent's Xander Mark and resolved the issues which led Petitioner to file the Petition for Cancellation.
4. Paragraph 9 of the Settlement Agreement states in relevant part, "Within thirty (30) days of the date the PTO withdraws its Section 2(d) refusal to register the ZANDER Mark, the Parties or their duly authorized representatives shall sign a Stipulated Motion to Dismiss With Prejudice (the "Motion") which dismisses, with Prejudice, the Petition for Cancellation, and the Randalls shall file the Motion with the TTAB in connection with the Petition for Cancellation."
5. On October 1, 2010, the Examining Attorney assigned to review the Zander Mark application issued an Examiner's Amendment withdrawing the Section 2(d) refusal and approving the Zander Mark for publication ("Examiner's Amendment"). The PTO's formal law office publication review was completed on October 17, 2010. A copy of the

PTO Trademark Snapshot Publication and Issue Review Stylesheet, showing the Examiner's Amendment and dates for review completion, is attached hereto as Exhibit 2 and incorporated herein by this reference.

6. Since the PTO has withdrawn its Section 2(d) refusal to register the Zander Mark and scheduled the Zander Mark for publication on November 23, 2010, Petitioner Robert Randall hereby withdraws the above-referenced Petition for Cancellation, Cancellation Proceeding No. 92052451, with prejudice, as required by and in accordance with the terms of the Settlement Agreement, TBMP Section 601.02 and 37 CFR § 2.114(c).

Respectfully Submitted,

LLEWELLYN SPANN, Attorneys at Law

By: 

Susan L. Spann

Attorneys for Petitioner

PROOF OF SERVICE BY MAIL AND ELECTRONIC MAIL

I am over the age of 18 and not a party to this action. I am a resident of or employed in the county where the document(s) described below were mailed. My business address is: 5530 Birdcage Street, Suite 210, Citrus Heights, California 95610.

I served the document(s) described below on the interested parties in this action by electronic transmission to nrch@foley.com and by placing a true and correct copy thereof, enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail.

Date of deposit: October 28, 2010

Location of deposit: Citrus Heights, California

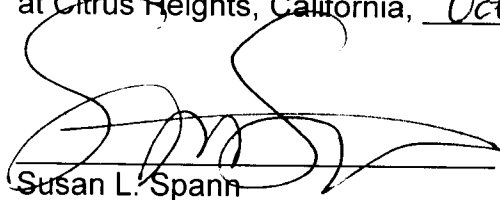
Description of document(s):

Withdrawal of Cancellation Petition

Addressee(s):

1. Norm J. Rich, Foley & Lardner, LLP, Washington Harbor, 3000 K. Street, N.W., Suite 600, Washington, D.C. 20007-5109

I declare under penalty of perjury that the foregoing is true and correct. Executed at Citrus Heights, California, October 28, 2010


Susan L. Spann

TRADEMARK CO-EXISTENCE AGREEMENT

THIS TRADEMARK CO-EXISTENCE AGREEMENT dated September 15, 2010, (the "Effective Date") is entered into by and between **Hollywood Media Corp.**, a Florida corporation, with an address at 2255 Glades Road, Suite 221A, Boca Raton, Florida 33431 (hereinafter "Hollywood Media" or "Respondent") and **Susan M. Randall and Robert E. Randall, Jr.**, individually, collectively and on behalf of Zander Publications, LLC, both of whom are individual U.S. citizens doing business at 2727 Klamath Drive, Rocklin, California 95765 (hereinafter "Randalls" or "Petitioner"). (Each of Petitioner(s) and Respondent is a "Party" and, collectively, the "Parties").

WHEREAS, Hollywood Media is the owner of the trademark XANDER, used at least since 1995, as well as corresponding U.S. Federal Trademark Registration No. 2,044,364, issued on March 11, 1997 (the "Hollywood Media Mark" or "the XANDER Mark");

WHEREAS, Hollywood Media sells comic books, books relating to comic book characters and/or fictional narratives, animation cells, graphic novels and magazines relating to comic book characters, and paper book covers relating to comic books and/or comic book characters (the "Hollywood Media Goods") under the XANDER Mark;

WHEREAS, the Randalls claim ownership of the trademark ZANDER, used since 2009, and have filed a corresponding U.S. Federal Trademark Application No. 77/794,164, dated July 31, 2009 (the "Randalls Mark" or "the ZANDER Mark");

WHEREAS, the Randalls claim to offer the following goods and services under the ZANDER Mark:

Books in the field of general adult fiction, general children's fiction, general children's nonfiction and general adult nonfiction, including without limitation history, military history, photography, aerial photography, pets and pet care and a variety of other subjects, but not including comic books, graphic novels, or works based on comic books or graphic novels; Calendars; Children's books, but not including comic books, graphic novels, or works based on comic books or graphic novels; Coffee table books featuring photography and photographic or digital images; Non-fiction books on a variety of topics; Printed calendars; Publications, namely, digital and electronic books in the fields of general fiction and non-fiction on a variety of topics but not including comic books, graphic novels, or works based on comic books or graphic novels; Series of fiction and non-fiction books on a variety of topics but not including comic books, graphic novels, or works based on comic books or graphic novels; Series of fiction and non-fiction books on a variety of topics but not including comic books, graphic novels, or works based on comic books or graphic novels; Series of fiction works, namely, novels and books but not including comic books, graphic novels, or works based on comic books or graphic novels; Story books, but not including comic books, graphic novels, or works based on comic books or graphic novels;

Book and review publishing; Book publishing; Publication of books, but not including comic books, graphic novels, or works based on comic books or graphic novels; Publication of texts, books, magazines and other printed matter, but not including comic books, graphic novels, or works based on comic books or graphic novels; Publication of books, e-books, calendars and other printed and downloadable digital or electronic publications and related materials, but not including comic books, graphic novels, or works based on comic books or graphic novels

("Randalls' Goods and Services");

WHEREAS, the Randalls' ZANDER Mark has been refused registration by the U.S. Trademark Office ("PTO") under Section 2(d) of the Trademark (Lanham) Act based on likelihood of confusion with the XANDER Mark held by Hollywood Media;

WHEREAS, the Randalls, in an attempt to overcome the Section 2(d) refusal of registration issued against its ZANDER Mark, have amended the goods and services description in Application No. 77/794,164 to include the following limitation language: "...*but not including comic books, graphic novels, or works based on comic books or graphic novels...*" (hereinafter referred to as "the Limitation Language");

WHEREAS, submission by the Randalls of the Limitation Language in Application No. 77/794,164 for the ZANDER Mark did not successfully overcome the Section 2(d) refusal of registration based on the XANDER Mark by Hollywood Media;

WHEREAS, the Randalls have filed a Petition to Cancel the XANDER Mark by Hollywood Media with the U.S. Trademark Trial and Appeal Board ("TTAB" or "Board"), under Cancellation No. 92052451 (the "Petition for Cancellation") in order to secure registration of the ZANDER Mark;

WHEREAS, the Parties are interested in resolving the Petition for Cancellation as well as any actual or potential disputes concerning use and registration of the respective XANDER and ZANDER Marks, and such resolution is believed to be in the best interest of the Parties;

WHEREAS, after mutual discussions, the Parties have agreed to come to a mutual accommodation and agreement to have their respective Marks co-exist;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. The foregoing Whereas clauses of this Agreement are hereby incorporated into and made a part of this Agreement.

2. Effective as of the date of this Agreement, the Randalls hereby agree to limit use and registration of the ZANDER mark to the Randall's Goods and Services as set forth in Application No. 77/794,164, which includes the Limitation Language, or other goods and services which would not infringe the XANDER Mark. Effective as of the date of this Agreement, Hollywood Media hereby agrees to limit use and registration of the XANDER Mark to the Hollywood Media Goods or other goods and services which would not infringe the ZANDER Mark.

3. The Randalls hereby acknowledge that the Limitation Language is material to this Co-Existence Agreement and that any usage of the ZANDER Mark must conform to and remain consistent with the Limitation Language.

4. The Randalls hereby agree not to use or register as a trademark any designation comprised of ZANDER or XANDER, nor any phonetic equivalent, nor any confusingly similar designation, relating to comic books, graphic novels, or works in any media based on comic books or graphic novels. Hollywood Media hereby agrees not to use or register as a trademark any designation comprised of ZANDER or XANDER, nor any phonetic equivalent, nor any confusingly similar designation, relating to a publishing company.

5. The Randalls hereby acknowledge that Hollywood Media is the sole and exclusive owner of the XANDER Mark for the Hollywood Media Goods. Hollywood Media hereby acknowledges that the Randalls are the sole and exclusive owner of the ZANDER Mark for the Randalls' Goods and Services, provided that description of Goods and Services includes the Limitation Language.

1

6. The Randalls hereby agree not to contest, challenge or oppose, through any judicial or administrative proceeding or otherwise, any use, application or registration for the XANDER Mark for the Hollywood Media Goods, provided this Agreement overcomes the PTO's Section 2(d) refusal to register the ZANDER Mark and that the PTO does not continue to refuse registration of the ZANDER Mark based on likelihood of confusion with the XANDER Mark held by Hollywood Media.

7. Hollywood Media hereby agrees not to contest, challenge or oppose, through any judicial or administrative proceeding or otherwise, any use, application or registration for the ZANDER Mark for the Randalls' Goods and Services, whether used by the Randalls, the Randalls' limited liability company, Zander Publications LLC, or third parties licensed or authorized to use, produce, market or sell goods bearing the ZANDER Mark on the Randalls' behalf.

8. Hollywood Media hereby consents to Randall's use and registration of the ZANDER Mark for Randall's Goods and Services. This consent also applies to use of the mark by the Randalls' limited liability company, Zander Publications LLC, and third parties licensed or authorized to use, produce, market or sell goods bearing the ZANDER Mark on the Randalls' behalf.

9. The Randalls hereby agree to withdraw the Petition for Cancellation, with Prejudice, after the PTO withdraws its Section 2(d) refusal to register the ZANDER Mark. Within thirty (30) days of the date the PTO withdraws its Section 2(d) refusal to register the ZANDER Mark, the Parties or their duly authorized representatives shall sign a Stipulated Motion to Dismiss with Prejudice (the "Motion"), which dismisses, with Prejudice, the Petition for Cancellation, and the Randalls shall file the Motion with the TTAB in connection with the Petition for Cancellation.

10. The Parties hereby agree to cooperate and consult with one another, in good faith, should future conditions, developments, facts or circumstances suggest the possibility that the Parties' respective marks referred to herein are or might likely be confused with one another or should any instances of Actual, Documented Confusion in the marketplace come to the attention of the Parties, all with a view to assuring that no substantial likelihood of confusion between the Parties' respective marks referred to herein shall occur and no harm to the Parties' customers or the public shall occur as a result of the coexistence of the XANDER Mark and the ZANDER Mark. For purposes of this Agreement, "Actual, Documented Confusion" means actual confusion between the ZANDER Mark and the XANDER Mark by an identifiable third party (a) not connected with either of the Parties, (b) having a reasonable basis for the confusion, and (c) brought to the attention of one or both Parties by the individual experiencing the confusion and not by means of hearsay or third-party reports.

11. The Randalls hereby agree that if any instances of Actual, Documented Confusion come to their attention or are brought to their attention by Hollywood Media or their affiliates, successors or assigns, and if the confusion did not arise as a result of the direct actions of Hollywood Media or its affiliates, successors, assigns or third parties authorized to act on Hollywood Media's behalf, the Randalls will immediately take, at the Randalls sole expense, reasonable steps to correct the confusion. Reasonable steps shall include contacting the consumer and/or changing product and/or label design. If the Actual, Documented Confusion is not cured within a reasonable time after the Randalls taking steps to cure the Actual, Documented, Confusion, Hollywood Media shall provide the Randalls with documented evidence of continuing Actual, Documented Confusion occurring after completion of the Randalls' attempts to cure ("Evidence of Continuing Confusion"), and the Parties shall discuss what, if any, additional steps the Randalls must take to cure the Actual, Documented Confusion. If the Randalls are unable to cure Actual, Documented Confusion within a reasonable time after Hollywood Media provides Evidence of Continuing Confusion, the Randalls shall, at their own expense, cease use of the ZANDER Mark in the manner that caused the Continuing Confusion and adopt a replacement mark, which may incorporate the word "Zander" provided the replacement mark subsequently qualifies for registration with the PTO. In the event that Hollywood Media or its agents, affiliates, successors or assigns notifies the Randalls of actual, documented confusion between the XANDER and ZANDER Marks, and the Randalls claim that the referenced use of the 'ZANDER' mark is not

authorized by the Randalls then the Randalls, at their sole cost and expense, shall immediately take reasonable steps to correct or cure the confusion and take action to terminate the unauthorized use of the 'ZANDER' mark. Notwithstanding anything to the contrary contained in this Agreement, if either Party uses its mark or authorizes third parties to use its mark in any manner (a) deliberately intended to cause Actual, Documented Confusion between the marks, (b) knowing that Actual, Documented Confusion is reasonably likely to result from the use because the Party has changed aspects of its mark, logo and/or advertising to closely resemble the other Party's pre-existing uses, or (c) with intentional or negligent disregard for the other Party's pre-existing uses and general mark appearance, (individually and collectively, "Wrongful Use") then the Party responsible for the Wrongful Use shall also bear the sole cost and responsibility for curing any Actual, Documented Confusion resulting from or arising out of the Wrongful Use. If Hollywood Media engages in Wrongful Use resulting in Actual, Documented Confusion, the Randalls shall bear no responsibility for contacting consumers, changing product or label design, or otherwise attempting to cure the confusion, and the cure provisions of this paragraph 11 requiring the Randalls to take such action shall not apply.

12. The Parties hereby agree that if either becomes aware of any actual, documented confusion regarding the respective marks covered by this Agreement, that party shall notify the other party of the confusion promptly and shall take reasonable steps to cooperate with the other party's attempts to cure the confusion. Notwithstanding anything in this Agreement to the contrary, occasional inquiries as to whether the XANDER Mark is related to the ZANDER Mark, or vice versa, ("Inquiries") shall not constitute Actual, Documented Confusion provided that (a) the Inquiries do not occur more frequently than once in any consecutive six-month period, and (b) the Inquiries constitute mere requests for information and not evidence of actual confusion. If either Party receives an Inquiry, the Party shall clearly identify the marks as distinct and unrelated. The Parties represent and warrant to one another that as of the date of this Agreement there have been no Inquiries about the Marks and no actual confusion between the Marks.

13. The Parties hereby acknowledge, agree and believe that compliance with the provisions of this Agreement will prevent and preclude any conflict, actual confusion, likelihood of confusion, mistakes and/or deception between the XANDER Mark by Hollywood Media and the ZANDER Mark by the Randalls.

14. Provided the Parties remain in compliance with the terms of this Agreement, neither Party shall pursue any action for trademark infringement, dilution or unfair competition against the other by reason of use or registration of either the XANDER Mark by Hollywood Media or the ZANDER Mark by the Randalls, through an opposition, interference, cancellation or court proceeding or otherwise, on the grounds that one such mark violates rights in the other. Further, the Parties agree to execute Letters of Consent as may be required in any jurisdiction wherein one of the respective Marks has been or will be cited against the other as a bar to use or registration, at the requesting party's expense. If evidence of lack of confusion is required in a particular jurisdiction, the Parties agree to cooperate in good faith with each other to comply with such evidentiary requirements and to execute those documents that may be necessary, at the Requesting party's expense.

15. Each Party to this Agreement may assign its respective rights and obligations hereunder only in connection with an assignment of the Party's Mark identified herein, provided that such assignment does not otherwise extend, violate, breach or conflict with the provisions of this Agreement.

16. This Agreement may only be modified in a writing signed by both Parties for the purpose of adding, deleting or otherwise changing the terms of this Agreement. All notices to be given pursuant to this Agreement shall be sent via overnight courier to the party receiving notice at the following addresses:

If to the Randalls:

Robert E. Randall, Jr.
Susan M. Randall
2727 Klamath Drive
Rocklin, California 95765

If to Hollywood Media Corp.:

Attn: Melissa Orlen
VP, Business & Legal Affairs
Hollywood Media Corp.
2255 Glades Road, Suite 221A
Boca Raton, Florida 33431

If either Party's name or address changes, that Party will promptly notify the other Party of the change. Neither Party shall be responsible or liable for failing to provide proper notice if the other Party changes its address and fails to provide proper advance notice of the new address and/or the effective date of the new address.

17. Each Party represents and warrants that it has the sole right and exclusive authority to execute this Agreement and that it has not sold, assigned, transferred, conveyed or otherwise disposed of any claim or demand, or any portion of or interest in any claim or demand, relating to any matter covered hereby.

18. The Parties believe that the provisions of this Agreement are reasonable and fair in all respects, and are necessary to protect the interests of each party. However, in case any one or more of the provisions or parts of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement or any other jurisdiction, but this Agreement shall be reformed and construed in any such jurisdiction as if such invalid or illegal or unenforceable provision or part of a provision had never been contained herein and such provision or part shall be reformed so that it would be valid, legal and enforceable to the maximum extent permitted in such jurisdiction.

19. It is agreed that no waiver by either party hereto of any breach or default of any of the provisions herein set forth shall be deemed a waiver as to any subsequent and/or similar breach or default. All waivers, modifications and amendments to this Agreement must be in writing and executed by all Parties or their duly authorized representatives.

20. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. A signature to this Agreement scanned via email or transmitted via facsimile shall be deemed as effective as an original signature. A copy hereof shall have the same effect as the original.

21. The Parties and all signatories to this document hereby acknowledge that this Co-Existence Agreement shall be governed by and construed in accordance with the federal trademark laws of the United States of America.

22. The Parties agree to execute, acknowledge and deliver all such further instruments, and to do all such other acts, as may be necessary or appropriate in order to carry out the intent and purposes of this Agreement.

23. This Agreement shall be effective worldwide for so long as the Parties continue to use their respective marks actively in commerce and in accordance with the terms of this Agreement.

24. This Agreement shall be binding upon and shall inure to the benefit of the Parties, their wholly or majority owned entities, which own a whole or a majority interest in the Parties, all of their affiliated entities, and all of their licensees, successors and assigns.

25. This Agreement does not constitute an agency, partnership, or joint venture between the Parties, and neither party shall have the authority or power to obligate or bind the other party in any manner whatsoever, except as specifically provided herein in this Agreement.

26. Each party shall bear its own attorney's fees and costs which it has incurred in connection with the Petition for Cancellation, and with this Agreement.

27. This Agreement sets forth the entire agreement between the Parties and fully supersedes all other oral and written understandings or agreements between the parties pertaining to the subject matter of this Agreement.

BY THEIR EXECUTION BELOW, the Parties or their duly authorized representatives have agreed to all of the terms and conditions herein and have executed this Agreement.

Robert E. Randall, Jr.

By:

Date:

Robert E. Randall Jr.
09/15/2010

Hollywood Media Corp.

By:

Name:

Title:

Date:

[Signature]
Mitchell Rubenstein
Chairman, Chief Executive Officer
September 27, 2010

Susan M. Randall

By:

Date:

Susan M. Randall
09/15/2010

Trademark Snap Shot Publication & Issue Review Stylesheet
(Table presents the data on Publication & Issue Review Complete)

OVERVIEW

SERIAL NUMBER	77794164	FILING DATE	07/31/2009
REG NUMBER	0000000	REG DATE	N/A
REGISTER	PRINCIPAL	MARK TYPE	TRADEMARK
INTL REG #	N/A	INTL REG DATE	N/A
TM ATTORNEY	DINALLO, KEVIN M	L.O. ASSIGNED	107

PUB INFORMATION

RUN DATE	10/19/2010
PUB DATE	11/23/2010
STATUS	681-PUBLICATION/ISSUE REVIEW COMPLETE
STATUS DATE	10/17/2010
LITERAL MARK ELEMENT	ZANDER

DATE ABANDONED	N/A	DATE CANCELLED	N/A
SECTION 2F	NO	SECTION 2F IN PART	NO
SECTION 8	NO	SECTION 8 IN PART	NO
SECTION 15	NO	RE PUB 12C	N/A
RENEWAL FILED	NO	RENEWAL DATE	N/A
DATE AMEND REG	N/A		

FILING BASIS

FILED BASIS		CURRENT BASIS		AMENDED BASIS	
1 (a)	YES	1 (a)	YES	1 (a)	NO
1 (b)	NO	1 (b)	NO	1 (b)	NO
44D	NO	44D	NO	44D	NO
44E	NO	44E	NO	44E	NO
66A	NO	66A	NO		
NO BASIS	NO	NO BASIS	NO		

MARK DATA

STANDARD CHARACTER MARK	YES
LITERAL MARK ELEMENT	ZANDER
MARK DRAWING CODE	4-STANDARD CHARACTER MARK
COLOR DRAWING FLAG	NO

CURRENT OWNER INFORMATION

PARTY TYPE	10-ORIGINAL APPLICANT
NAME	Randall, Susan M.
ADDRESS	2727 Klamath Drive Rocklin, CA 95765
ENTITY	01-INDIVIDUAL
CITIZENSHIP	United States of America

GOODS AND SERVICES

INTERNATIONAL CLASS	016
DESCRIPTION TEXT	Books in the field of general adult fiction, general children's fiction, general children's nonfiction and general adult nonfiction, including without limitation history, military history, photography, aerial photography, pets and pet care and a variety of other subjects, but not including comic books, graphic novels, or works based on comic books or graphic novels; Calendars; Children's books, but not including comic books, graphic novels, or works based on comic books or graphic novels; Coffee table books featuring photography and photographic or digital images; Non-fiction books on a variety of topics; Printed calendars; Series of fiction and non-fiction books on a variety of topics but not including comic books, graphic novels, or works based on comic books or graphic novels; Series of fiction works, namely, novels and books but not including comic books, graphic novels, or works based on comic books or graphic novels; Story books, but not including comic books, graphic novels, or works based on comic books or graphic novels

INTERNATIONAL CLASS	041
DESCRIPTION TEXT	Book and review publishing; Book publishing; Publication of books, but not including comic books, graphic novels, or works based on comic books or graphic novels; Publication of texts, books, magazines and other printed matter, but not including comic books, graphic novels, or works based on comic books or graphic novels; Publication of books, e-books, calendars and other printed and downloadable digital or electronic publications and related materials, but not including comic books, graphic novels, or works based on comic books or graphic novels; Publications, namely, digital and electronic books in the fields of general fiction and non-fiction on a variety of topics but not including comic books, graphic novels, or works based on comic books or graphic novels

GOODS AND SERVICES CLASSIFICATION

INTERNATIONAL CLASS	016	FIRST USE DATE	07/14/2009	FIRST USE IN COMMERCE DATE	07/14/2009	CLASS STATUS	6-ACTIVE
INTERNATIONAL CLASS	041	FIRST USE DATE	07/14/2009	FIRST USE IN COMMERCE DATE	07/14/2009	CLASS STATUS	6-ACTIVE

MISCELLANEOUS INFORMATION/STATEMENTS

CHANGE IN REGISTRATION NO

PROSECUTION HISTORY

DATE	ENT CD	ENT TYPE	DESCRIPTION	ENT NUM
10/17/2010	PREV	O	LAW OFFICE PUBLICATION REVIEW COMPLETED	022
10/17/2010	ALIE	A	ASSIGNED TO LIE	021
10/01/2010	CNSA	O	APPROVED FOR PUB - PRINCIPAL REGISTER	020
10/01/2010	XAEC	I	EXAMINER'S AMENDMENT ENTERED	019
10/01/2010	GNEN	O	NOTIFICATION OF EXAMINERS AMENDMENT E-MAILED	018
10/01/2010	GNEA	O	EXAMINERS AMENDMENT E-MAILED	017
10/01/2010	CNEA	R	EXAMINERS AMENDMENT -WRITTEN	016
09/29/2010	TEME	I	TEAS/EMAIL CORRESPONDENCE ENTERED	015
09/29/2010	CRFA	I	CORRESPONDENCE RECEIVED IN LAW OFFICE	014
09/29/2010	TROA	I	TEAS RESPONSE TO OFFICE ACTION RECEIVED	013
05/05/2010	GNRN	O	NOTIFICATION OF NON-FINAL ACTION E-MAILED	012
05/05/2010	GNRT	O	NON-FINAL ACTION E-MAILED	011
05/05/2010	CNRT	R	NON-FINAL ACTION WRITTEN	010
04/13/2010	TEME	I	TEAS/EMAIL CORRESPONDENCE ENTERED	009
04/12/2010	CRFA	I	CORRESPONDENCE RECEIVED IN LAW OFFICE	008
04/12/2010	TROA	I	TEAS RESPONSE TO OFFICE ACTION RECEIVED	007
10/19/2009	GNRN	O	NOTIFICATION OF NON-FINAL ACTION E-MAILED	006
10/19/2009	GNRT	F	NON-FINAL ACTION E-MAILED	005
10/19/2009	CNRT	R	NON-FINAL ACTION WRITTEN	004
10/16/2009	DOCK	D	ASSIGNED TO EXAMINER	003

08/04/2009	NWOS	I	NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM	002
08/04/2009	NWAP	I	NEW APPLICATION ENTERED IN TRAM	001

CURRENT CORRESPONDENCE INFORMATION

ATTORNEY	Susan L. Spann
CORRESPONDENCE ADDRESS	SUSAN L. SPANN LLEWELLYN SPANN, ATTORNEYS AT LAW 5530 BIRDCAGE ST STE 210 CITRUS HEIGHTS, CA 95610-7698
DOMESTIC REPRESENTATIVE	NONE

PRIOR OWNER INFORMATION

Zander

To: Randall, Robert E., Jr. (SSpann@LS4Law.com)
Subject: U.S. TRADEMARK APPLICATION NO. 77794164 - ZANDER - Randall
Sent: 10/1/2010 11:16:49 AM
Sent As: ECOM107@USPTO.GOV
Attachments:

**UNITED STATES PATENT AND TRADEMARK OFFICE (USPTO)
OFFICE ACTION (OFFICIAL LETTER) ABOUT APPLICANT'S TRADEMARK APPLICATION**

APPLICATION SERIAL NO. 77794164

MARK: ZANDER

77794164

CORRESPONDENT ADDRESS:

SUSAN L. SPANN
LLEWELLYN SPANN, ATTORNEYS
AT LAW
5530 BIRDCAGE ST STE 210
CITRUS HEIGHTS, CA 95610-7698

GENERAL TRADEMARK INFORMATION:
<http://www.uspto.gov/main/trademarks.htm>

APPLICANT: Randall, Robert E., Jr.

**CORRESPONDENT'S REFERENCE/DOCKET
NO:** Randall

CORRESPONDENT E-MAIL ADDRESS:
SSpann@LS4Law.com

EXAMINER'S AMENDMENT

ISSUE/MAILING DATE: 10/1/2010

DATABASE SEARCH: The trademark examining attorney has searched the USPTO's database of registered and pending marks and has found no conflicting marks that would bar registration under Trademark Act Section 2(d). TMEP §704.02; *see* 15 U.S.C. §1052(d).

The trademark examining attorney is amending the application as follows. No prior approval or authorization from applicant or applicant's attorney is required. TMEP §707.02.

If there is an objection to the amendment, the applicant should notify the examining attorney immediately.

Classification of Services & Deletion of Duplicate Entry

The application is amended to classify the services of “Publications, namely, digital and electronic books in the fields of general fiction and non-fiction on a variety of topics but not including comic books, graphic novels, or works based on comic books or graphic novels” in International Class 41. TMEP §1401.03(b); *see* 37 C.F.R. §2.85.

The following goods have been deleted because they are duplicative: “Series of fiction and non-fiction books on a variety of topics but not including comic books, graphic novels, or works based on comic books or graphic novels”.

Note that both of the above amendments were required in a previous office action but not resolved by applicant in the response of 9/29/10.

Other

Applicant should note that its consent agreement filed on 9/29/10 has been accepted and resolved the Section 2(d) refusal.

The applicant is encouraged to telephone the assigned Examining Attorney with any questions regarding the application.

/Kevin M. Dinallo/
Trademark Examining Attorney
United States Patent & Trademark Office
Law Office 107
571-272-9731
kevin.dinallo@uspto.gov

PERIODICALLY CHECK THE STATUS OF THE APPLICATION: To ensure that applicant does not miss crucial deadlines or official notices, check the status of the application every three to four months using Trademark Applications and Registrations Retrieval (TARR) at <http://tarr.uspto.gov/>. Please keep a copy of the complete TARR screen. If TARR shows no change for more than six months, call 1-800-786-9199. For more information on checking status, see <http://www.uspto.gov/trademarks/process/status/>.

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To: Randall, Robert E., Jr. (SSpann@LS4Law.com)
Subject: U.S. TRADEMARK APPLICATION NO. 77794164 - ZANDER - Randall
Sent: 10/1/2010 11:16:52 AM
Sent As: ECOM107@USPTO.GOV
Attachments:

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**USPTO LETTER (AN OFFICE ACTION) HAS ISSUED ON 10/1/2010 FOR
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Please follow the instructions below:

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